

A painting of a woman in a garden with a village in the background.

Michael Stephen Auctions

AUCTION

Auction begins:

Bidding begins: 05 March, 02:00PM EST

Auction begins: 12 March, 06:00PM EST

VIEWING

March 5-7 and March 10-11: From 10:00 am - 7:00 pm and by appointment

Address: 425 S. Main Street, Suite 202, Rochester, MI 48307

CONTACT US

For any questions call Michael Skrzypczak at 248-885-7190

	<p>Lot 1 Rinaldo Skalamera ((1954 -)) Fishing Village Quiet fishing village at end of day in idyllic setting. Frame size: 27.5 X 23.5 Mat size: 23.5 X 19.5 Image size: 16 X 12 Giclee Print: 10 of 350</p>	Estimate \$300 - \$600
	<p>Lot 2 Lady at Sea Frame size: 35.5 X 27.5 Image size: 27.5 X 19</p>	Estimate \$250 - \$400
	<p>Lot 3 Picnic Frame size: 33.5 X 27.5 Mat size: 31.5 X 25.5 Image size: 23.5 X 17.5</p>	Estimate \$400 - \$900

	<p>Lot 4</p> <p>Earl Grey Tea</p> <p>Frame size: 22.5 X 17.5 Mat size: 18 X 13 Image size: 13.5 X 9</p>	<p>Estimate \$200 - \$300</p>
	<p>Lot 5</p> <p>Children Fishing</p> <p>Frame size: 44 X 32 Mat size: 37 X 25 Image size: 35 X 23</p>	<p>Estimate \$600 - \$900</p>
	<p>Lot 6</p> <p>Fulco di Verdura (1898 - 1978) Dahlias</p> <p>Frame size: 7.5 X 7.5 Image size: 4.25 X 4.25</p>	<p>Estimate \$4,000 - \$6,000</p>
	<p>Lot 7</p> <p>Swirls</p> <p>Frame size: 42.5 X 34 Mat size: 38.5 X 30.5 Image size: 32 X 23.5</p>	<p>Estimate \$300 - \$500</p>
	<p>Lot 8</p> <p>Serene Island</p> <p>Frame size: 27.5 X 23.25 Mat size: 21.5 X 17.5 Image size: 19.5 X 15.5</p>	<p>Estimate \$250 - \$500</p>

	<p>Lot 9 Grant Dolge Tulips</p> <p>Frame size: 51 X 35 Mat size: 49.5 X 31.5 Image size: 39.5 X 23</p>	<p>Estimate \$2,000 - \$2,500</p>
	<p>Lot 10</p> <p>Seven No Trump</p> <p>Frame size: 22 X 18 Mat size: 19.5 X 15.5 Image size: 18.5 X 14.5</p>	<p>Estimate \$250 - \$500</p>
	<p>Lot 11</p> <p>Asian Life</p> <p>Frame: 49" X 27.5" Mat: 45.5" X 24" Image: 39" X 17"</p>	<p>Estimate \$600 - \$900</p>
	<p>Lot 12</p> <p>Basket of Summer Flowers</p> <p>Frame: 33.25" X 25.25" Image: 30.25" X 23.5"</p>	<p>Estimate \$320 - \$420</p>
	<p>Lot 13</p> <p>Boat by Shore</p> <p>Print: 11 of 250</p> <p>Frame: 34.25" X 25.75" Mat: 31.25" X 23" Image: 25" X 17.5"</p>	<p>Estimate \$320 - \$400</p>

CONDITIONS OF SALE

June 2024

The following terms and conditions constitute our Conditions of Sale. The Conditions of Sale and the Important Notices set out the terms on which we offer the items (lots (or two or more items to be offered at auction as a group)) listed for sale whether by auction or private sale.

In order to bid in any of our auctions you must confirm that you have read and accept these terms and conditions.

We recommend that you read these terms and conditions as well as the guidance below carefully. Before you participate in any of our auctions you will want to familiarize yourself with the way that our auctions work, whether it is a live auction in our gallery or an online auction.

By registering to bid and/or by bidding at auction you agree to these terms. You will find a glossary at the end explaining the meaning of certain words used throughout this document.

You acknowledge and agree that we may amend the Conditions of Sale at any time. You can always find the latest dated version on our website as well as in our sale catalogue. Unless, and only to the extent, expressly stated to the contrary herein, all amended terms and conditions shall automatically be effective on a prospective basis once they are posted on our site. Accordingly, you are encouraged to periodically review our Conditions of Sale for any such changes and/or amendments.

For every auction that you participate in you will need to accept our latest terms and conditions.

CONTENTS

- Register for an Account with Michael Stephen Auctions and Login
- Bidding Services
- Browse the Lots for Sale
- Lots
- Condition Reports
- Estimates
- Reserves
- Sale Process
- Bidding
- Closing the Auction
- How to Pay for Your Lot
- Taxes
- Transport and Shipping
- Collection and Storage
- Title and Risk Transfer
- Export and Import
- What Happens if You do not Pay
- Our Role
- Deliberate Forgeries
- Fraudulent Misdescription and Fraudulent Misrepresentation
- Bidder/Buyer Warranties
- Seller Warranties
- Genuineness Warranty
- General
- Glossary

1. REGISTER FOR AN ACCOUNT WITH MICHAEL STEPHEN AUCTIONS

In order to be eligible to participate in any of our auctions, you must create an account, have registered (and, be approved), and maintain a Good Standing Account in order to bid in future auctions. We may, at our option, decline to permit you to register as a bidder. Once you create an account you are eligible to bid in all future auctions. This includes placing a bid in online auctions, live auctions, or bidding over the phone. To create an account, please follow the instructions once you click "Create Account" on our website. Michael Stephen Auctions reserves the right to deactivate your account at any time prior to, during, or after an auction.

Our Discretion:

Michael Stephen Auctions has absolute discretion to request bidders to supply such additional information and references as may be required by Michael Stephen Auctions. We may, at our option, decline to permit you to register as a bidder and decline to accept your bids even if you have been so registered. Michael Stephen Auctions has absolute discretion to refuse an application to register for, or bid in, an auction.

We also reserve the right to delay completion of the sale of any lot at our total discretion while we complete any registration and identification inquiries, and to cancel the sale of any lot if you are in breach of your buyer warranties, or if we determine that such sale would be unlawful or otherwise cause liabilities for the seller or Michael Stephen Auctions, or be injurious to Michael Stephen Auctions reputation.

Registering to Bid in an Auction:

The registration process requires you to provide certain information as outlined below:

Individual Account:

Photo identification (driver's license, national identity card, or passport) and, if not shown on the ID document, proof of your current address, any other required information as part of the application process, and to confirm that you have read and accept the Conditions of Sale. We may also ask you to give us a financial reference and/or a deposit as a condition of allowing you to bid. For help, please contact us at 248.885.7190.

Background Checks:

If in our opinion you do not satisfy our bidder identification and registration procedures including, but not limited to completing any investigations as it regards tax evasion, criminal activity, terrorist activities, anti-money laundering, or other crimes, we may decline your bidder registration, and if you make a successful bid, we may cancel the contract for sale between you and the seller.

Agent Registration and Liability:

If you are bidding as an agent you will need to create an account in your name. If you are bidding on behalf of another person, your principal will need to supply a signed letter authorizing you to bid for him/her at the applicable auction. If we approve the relationship and identity of your client and yourself in advance, and your client has an account with us, we will be in a position to address the invoice to your principal rather than you. If approved, bids will be treated as placed exclusively by and on behalf of your principal named on the Auction Registration Form (if a live auction) with an indication that you are acting as agent. However, if your principal does not have an account established with us, any bids will be deemed placed by you, and you and your principal will be jointly and severally liable to the seller and Michael Stephen Auctions under any contract resulting from the acceptance of any bids.

Corporate/Company Accounts:

Please contact us in advance to discuss our requirements.

Trusts/Partnerships:

Please contact us in advance to discuss our requirements.

Estates:

Please contact us in advance to discuss our requirements.

No Recent Activity:

If you have not bought anything either online or at our saleroom and you wish to bid on high value lots please contact us at 248.885.7190. In addition, for those lots of high value we may require additional information based on your previous activity.

2. BIDDING OPTIONS

The bidding options mentioned below are a free service in order to provide several bidding options to our clients. Michael Stephen Auctions is not responsible for any error (human or otherwise), omission, or breakdown in providing any of the bidding options.

Phone Bids:

The phone bidding facility is a discretionary service and may not be available for all lots. We will attempt to contact you prior to the time that the lot you are interested in comes up for auction. If you are unavailable or if there are problems with the phone connection we will not be responsible to bid on your behalf. Michael Stephen Auctions therefore cannot accept liability for failure to place such bids.

You must give us your request at least 24 hours prior to the start of the auction for phone bidding. We will let you know at the time of your request if we will have sufficient staff to accept your bid by phone. Calls may also be recorded. The Conditions of Sale also apply to your phone bids.

When available, phone bids shall be undertaken with reasonable care subject to Michael Stephen Auctions other commitments at the time of the live auction.

Internet Bids on our Website:

For all of our auctions you are able to bid online via our website and through your user Dashboard. Once you have registered, you can submit bids for an auction using your existing account. To login to your account, please click on "Log In" on our website.

Absentee Bids:

Absentee bids can be placed through your user Dashboard on our website when you access your account or by written means. Where two or more absentee bids are at the same amount, preference will be given to the one received first, whether that is a written absentee bid or an online absentee bid.

Absentee Bidding – Reserves:

All bids made on your behalf will be made at the lowest amount possible subject to Reserves and other bids made for the lot.

3. BROWSE THE LOTS FOR SALE

Once the relevant auction has been posted online, the sale information regarding each lot for sale, whether an online or live auction is available for you to review.

The online sale information will identify the owner of the lot as either (i) a third party (in which case, Michael Stephen Auctions acts as agent for the seller) or (ii) Michael Stephen Auctions (in which case, Michael Stephen Auctions acts in principal capacity as seller). In the case of (i), Michael Stephen Auctions provides services to the seller including, but not limited to, concluding the sale contract which exists directly between the seller and the buyer (with Michael Stephen Auctions acting as agent on behalf of the seller). In the case of (ii), Michael Stephen Auctions owns the lot in whole or in part and/or may have a legal, beneficial or financial interest in the lot as a secured creditor or otherwise.

The online sale information includes the online catalogue description of the lot; any online condition report provided in relation to the lot by Michael Stephen Auctions solely as a convenience (the online images of the lot shall be deemed to form part of any such condition report); and any other information relating to the lot.

4. LOTS

Reasonable Care:

Michael Stephen Auctions shall exercise such reasonable care when making statements in the sale information (including, but not limited to, the catalogue description and any condition report relating to the lot) as is consistent with the standard of care which a bidder would reasonably expect from an auction house taking into account the estimate of the specific lot and the following:

- information provided to us by the seller;
- scholarship and technical analysis; and
- generally accepted opinions of relevant specialists, scholars, and experts.

No Endorsement:

Michael Stephen Auctions does not endorse, verify, vouch for, investigate or vet any lot. Michael Stephen Auctions does not make any representations or warranties, express or implied, of any kind with respect to any lot. Michael Stephen Auctions is not responsible for descriptions or any other matters relating to the offer and sale of any lots. Information about lots is provided by the seller. Michael Stephen Auctions does not verify the accuracy of this information.

Not a Statement of Fact:

All statements made in the catalogue or in the condition report or made orally or in writing elsewhere are statements of opinion and are not to be relied on as statements of fact. We have no obligation or duty for the accuracy or completeness of any statement or representation regarding any lot. Neither we nor the seller accept any liability for any condition issues that have not been identified in any condition report (or in any Important Notices).

We do not perform the type of research such as that which would be performed by professional historians, specialists, and scholars. Dimensions and weights of lots are approximate only.

Our description of any lot will be based on: (a) information provided to us by the seller of the lot (for which we are not liable); and (b) our opinion (which as previously mentioned is not based on the type of in-depth research such as that which would be performed by professional historians, specialists, and scholars).

Representations or statements by us as to authorship, authenticity, origin, date, age, provenance, condition or estimated selling price involve matters of opinion. Any such opinion will be honestly provided.

Lot Inspection:

We encourage you to view the items in one of our auctions ahead of time by visiting us at our gallery. Viewings and our auctions are open to the public free of charge. We are available to answer questions at pre-auction viewings or by appointment.

Lots are available for inspection prior to the sale. Before bidding on a lot it is your obligation to be comfortable as to each and every aspect of a lot, including its age, attribution, authenticity, authorship, condition, history, origin, period, provenance, quality, style, suitability, value, and estimated selling price. It is your responsibility to examine any lot before placing a bid. The actual condition of a lot may not be as good as that indicated by its outward appearance. For example, the lot may have been repaired or parts may have been replaced. It may not be possible to view the inside of a lot in order to determine if it consists of original parts or if there is damage which is not readily visible.

If you are planning to bid on a lot, you should inspect it personally. If you do not have expertise regarding a lot, you should consult someone who does have the expertise to make sure that you accept the description, its condition, and whether or not it has been repaired or restored. We shall not be responsible for any failure by you or your consultants to properly inspect a lot.

Lot information is provided to us by the seller and we use this information in addition to any knowledge that we have regarding a lot, however, we do not carry out exhaustive due diligence on each lot (and you should not assume that we have performed any tests) such as that which would be performed by professional historians, specialists, and scholars. The dimensions and weights of lots are approximate only. Bidders acknowledge that they accept responsibility for carrying out any research on lots in which they may be interested.

Photos and video or digital images are provided as a courtesy and should not be used as a substitute for viewing the items in person.

Description and Condition of Lots:

Any reference to condition in the sale information will not amount to a full description of the condition and the absence of any reference to the condition of a lot online or in the catalogue description does not imply that the lot is free from faults or imperfections. Images may not show a lot clearly. Colors and shades of lots may look different upon physical inspection as compared to how the lot looks in our catalogue or when viewing on the internet. In particular, the online or catalogue images may represent colors and shades which are

different to the lot's actual color and shades.

The lots sold in our auction will rarely be in perfect condition due to factors such as age, wear and tear, previous damage and restoration, and repairs.

All lots are offered for sale in the condition they are in at the time of sale in the relevant auction. Certain online images of the lot may not accurately reflect the actual condition of the lot. Catalogue or online images of the lots are for identification purposes only. The sale information relating to the lot may make reference to particular imperfections of the lot but you should note that the lot may have other faults not expressly referred to in our description or the images of the lot.

Lots are sold to the buyer on an "as is" basis, in the condition they are in at the time of the sale, with all faults and imperfections, and neither do the seller or MSA make or give and does not agree to make or give any contractual promise in relation to any description of the lot or any estimate in relation to it, nor of the accuracy or completeness of any description or estimate.

Please note that many of the lots that you may bid on at our auction are second-hand.

Neither we nor the seller are liable (whether in negligence or otherwise) for any error, misdescription or omission in any description of a lot in the catalogue, online, or by any other means and whether given orally or in writing.

Condition of Lots (Gemstones):

The buyer should be aware that gemstones may have been treated to enhance their appearance. Sapphires and rubies may have been heat treated to improve their color and clarity. Emeralds are also frequently treated with oils or resin to also improve their color and clarity.

Treatments such as staining, irradiation or coating may have been used on other gemstones to enhance their color and luster. Some of these treatments may be permanent, while others may require additional care or re-treatment to retain their appearance. Our Pre-sale estimates assume that gemstones may have had such treatments.

Gemological laboratories may issue certificates/reports which give a more detailed description of the gemstone. However, because of differences in methodology and technology, laboratories may not agree on the types or extent of treatment for any particular gemstone. In the event that Michael Stephen Auctions has been given or obtained certificates for any lots in the sale, these certificates will be noted in the catalogue. If no certificate/report is in the catalogue, bidders should assume that the gemstone may have been treated or enhanced.

Neither Michael Stephen Auctions nor the seller accepts any liability for differing certificates/reports obtained from gemological laboratories that may have contradictory statements that are obtained by buyers on any lots subsequent to the sale.

Provenance:

If we know the history of ownership regarding a lot and that information helps to identify the work of art this information may be provided online or in the catalogue. However, even if we have such information we may not be able to provide it due to seller confidentiality reasons.

Electrical or Mechanical Lots:

Please note that all electrical and mechanical Goods are sold on the basis of their artistic and decorative value only, and should not be assumed to be operative. It is essential that prior to any intended use the electrical system for any lot is checked and approved by a qualified electrician.

Lot Damage:

Any person who damages a lot will be held liable for the loss caused at the amount of the low estimate of the lot.

Withdrawal:

Michael Stephen Auctions reserves the right to withdraw any lot before, during, and after an auction and shall have no liability whatsoever for such withdrawal.

5. CONDITION REPORTS

General Physical Condition:

For most lots we can provide you with a condition report on the lot's general physical condition. If you request a condition report it will be provided free of charge by Michael Stephen Auctions on behalf of the seller. As a bidder or buyer you agree that the seller does not owe you any obligation or duty in respect of this free report.

Not a Full Description:

The condition report represents our reasonable opinion regarding the general condition of the lot. We do not undertake an exhaustive examination, or represent or guarantee that a condition report includes all aspects of the condition of a lot. The report may not refer to all faults, imperfections, or if there have been any restorations, because Michael Stephen Auctions is not a professional conservator or restorer but rather the condition report is a statement of opinion. For that reason, if Michael Stephen Auctions provides a condition report it should be noted that it is not an alternative to obtaining your own professional advice regarding the condition of the lot.

Additional Tool:

When available, condition reports provide an additional tool to help you evaluate the condition of a lot.

Guidance Only:

Condition reports and images are provided to assist you with assessing the condition of the item and should not be used as a substitute for viewing the items in person. They are for guidance only. Colors and shades of lots may look different upon physical inspection as compared to how the lot looks in our catalogue or when viewing online. The condition report is not meant to identify all faults such as age, wear and tear, previous damage and restoration, and repairs. It is always best to examine a lot in person or seek your own professional advice. Before bidding on any lot it is your responsibility to review any condition report.

Contact Us:

Michael Stephen Auctions is always happy to discuss any lot in which you are interested. Further information requests can be submitted via the 'Contact Us' button which appears on the home page of our website.

6. ESTIMATES

Estimates are our opinion on the range at which we think the Hammer Price for the lot is likely to fall; it is not an estimate of value. Estimates take into account several factors including the rarity, quality, and provenance of the lots. In addition, recent prices realized in past auctions for similar Goods (if available to us) may factor into the estimate. It should be noted that estimates are not a prediction of the value of a lot and it should not be assumed that the estimate will predict the final selling price of a lot.

Estimates do not include the Buyer's Premium, taxes, or any other fees or charges and they may be revised as needed in Michael Stephen Auctions absolute discretion.

Low and High Estimates:

The online sale information that is available on our website as well as in our catalogue for each lot includes Pre-sale estimates which are provided by Michael Stephen Auctions as a guide for prospective bidders to assist them with determining the appropriate amount to bid for a lot. It is advisable to check the Pre-sale estimates prior to submission of a bid. In our opinion, any bid for an amount which is between the low Pre-sale estimate and the high Pre-sale estimate stated in the sale information for the lot would offer a chance of success. However, based on overall interest, it is important you appreciate that lots can sell for Hammer Prices below or above the estimates.

7. RESERVES

Unless otherwise indicated, all lots in this catalogue are offered subject to a Reserve, which is the confidential minimum Hammer Price at which a lot will be sold. No Reserve will exceed the low Pre-sale estimate stated in the catalogue.

If any lot is not subject to a Reserve, 'No Reserve' will be displayed against the lot in the online sale information. If lots are offered without a Reserve, the Auctioneer will most likely open the bidding at 50% of the low estimate for the lot. If no bid is made at that level, the Auctioneer at his or her discretion may decide to go backwards until a bid is made, and then advance the bidding up from that amount. However, your bid will not be accepted if it is below a certain minimum. If there are no bids on a No Reserve lot, the Auctioneer may declare such lot as unsold.

If a lot has a Reserve the Auctioneer has absolute discretion to place bids up to an amount not equaling or exceeding such Reserve on behalf of the seller. If there is a Reserve it will be no higher than the low Pre-sale estimate in the catalogue.

You acknowledge and accept that Michael Stephen Auctions shall have the right in its absolute discretion to reduce the Reserve for any lot at any time during an auction.

8. SALE PROCESS

Our sales are live public auctions, timed online only auctions, and online only auctions. Our public auctions are open to the public which you may attend and we encourage you to take the opportunity to do so. We strongly recommend that you attend the auction in person. You are responsible for your decision to bid for a particular lot. If you bid on a lot, including by phone and online bidding, or by placing an absentee bid, we assume that you have carefully inspected the lot and satisfied yourself regarding its condition.

Our Discretion:

We may, acting reasonably, refuse admission to our premises or to any sale and to remove any person from our premises and sales. We have complete discretion as to if the sale proceeds, how the sale is conducted, and the lots included in the sale. Due to the possibility of any of these events happening, it is suggested that you re-check the date and starting time of the sale and if there have been any lots that have been withdrawn or lots added. Please note that the removal or addition of lots may affect the time at which a lot is put up for sale.

Auctioneer's Discretion:

For any of our auctions, the Auctioneer has discretion at any time to:

- withdraw any lot from the auction;
- refuse any bid;
- revoke any bid which had previously been accepted;
- cancel the sale of the lot;
- implement any bidding increment;
- move the bidding backwards until a bid is recognized;
- change the order of the lots;
- divide any lot;
- combine two or more lots;
- reopen or continue the bidding even after the fall of the hammer;
- determine the successful bidder; and
- re-offer and resell any lot.

Bidding will normally start below the low estimate and increase in set increments. Auction speeds can exceed 60 lots to the hour and bidding increments are generally about 10%, however, this is not an absolute. The Auctioneer will decide where the bidding will start and has the flexibility at the start of the auction or during the auction to make any changes to the bid increments.

Highest Bid Winner:

At the fall of the Auctioneer's hammer the buyer of a lot will be the bidder who has made the highest bid acceptable to the Auctioneer (subject to any applicable Reserve). The Auctioneer will have discretion to settle any disputes if there is a question regarding the highest acceptable bid.

Videos and Images:

We may record our live sales by using video cameras and may project images of the lots on a wide monitor for additional viewing. It should be noted that all bids will relate to the actual lot number announced by the Auctioneer and not necessarily relate to the image on the monitor.

9. BIDDING

Buyer Bidding Liability:

Placing a bid in an auction (whether online, in person, or by telephone) (whether in an individual capacity or as an agent), you acknowledge and agree that by submitting a bid in an auction: (i) in your individual capacity, in which case you accept personal liability to pay as principal the amounts that you have been invoiced (see Section 11 - How to Pay for Your Lot) and (ii) in your capacity as agent for an identified third party (and such third party does not have an account with us), in which case you accept joint and several liability to pay the Purchase Price with your principal.

Live Auction:

For a live auction, the Auctioneer accepts bids from:

- written bids (also known as absentee bids) provided to us by a bidder before the auction. These bids may also be made online in the user's Dashboard for ease.
- bidders in the saleroom;
- telephone bidders; and
- internet bidders using our website and logged into their user Dashboard.

Bidding in a Live Auction:

You must complete and deliver to us our Auction Registration Form in order to bid at any of our live sales. As an alternative, you can bid online through our website; complete an absentee bidding form online by accessing your account; complete the Auction Registration Form found in our catalogue; or for telephone bidding by contacting us ahead of time.

Saleroom:

For a live auction, if you wish to bid in the saleroom you must register for a bidding paddle at least 30 minutes before the auction. You must also satisfy any security arrangements we have in place before entering the auction room to view lots or bid.

Bidding in Person:

Before the live sale begins come to our bidder registration desk and fill out an Auction Registration Form. For a live auction, you will need to provide identification in order to receive a numbered paddle in which to bid. You should not let anyone else use your paddle as all lots will be invoiced to the name given on the Auction Registration Form. If there is any doubt as to if you are the successful bidder of a lot, or the Hammer Price, you must immediately bring this to the attention of the Auctioneer before the next lot is offered for sale.

Live Auction Phone Bid:

MSA will also accept phone bids on a limited basis. Phone bidding is reserved for seriously interested bidders. In order to bid by phone, the bidder must be willing to pay at least the low estimate of the item being bid on. Michael Stephen Auctions will use reasonable efforts to contact those bidders who have expressed an interest in phone bidding to enable them to participate in the bidding by phone. We are not responsible for failure to contact bidder or for errors and omissions in connection with phone bidding.

If bidding by phone you agree that we may record the conversation. The Conditions of Sale also apply to your phone bids.

NOTE: Phone bids MUST be arranged by 3:00pm EST on the day prior to the sale.

Live Auction Absentee Bid:

As a service to our buyers, MSA will accept absentee bids from bidders who cannot attend the sale. An absentee bid trumps all other bids if all of those bids are the same amount. An absentee bid can either be placed online, or with our Auction Registration Form found in our catalogue.

MSA will not be held responsible for errors or omissions of any type that may occur during this service.

Absentee bids can be placed online once you login to your account. All absentee bids must be received at least two hours prior to the start of an auction. An absentee bid cannot be decreased if there are less than two hours before the start of an auction.

Timed Online Only Auction:

For this type of auction all bids are placed online and automatically placed in response to other bids and Reserve amounts. There are no absentee bids or phone bidding allowed for a timed online auction. Bidding for each lot generally expires after 1 minute unless another bid is placed within the last minute. In such case the time for that lot will be extended.

Online Only Auction:

For this type of auction all bids are placed online and absentee bids and phone bids can also be placed. An online only auction does not take place in the saleroom.

Bidding via our Internet Website:

Michael Stephen Auctions offers the Online Bidding Platform as a convenience to its clients and the Online Bidding Platform shall be operated by Michael Stephen Auctions using reasonable care. Please visit our website at www.michaelstephenauctions.com. Michael Stephen Auctions will not be liable for any errors or failures to execute bids placed online by using the Online Bidding Platform via the internet or a mobile device including delays or faults with the bidding software, internet connection issues, or any other malfunction of the website bidding process.

Submission of an Online Bid:

Bids can be submitted through the Online Bidding Platform (for any of our auctions) from the start of an auction or when bidding begins for the auction (absentee bids must be submitted at least 2 hours prior to the start of the auction) until the lot closes. An auction can be fast moving especially an online only auction. Competitive bidding can often escalate very quickly. Once you have set up an account, you will be able to submit a bid for a lot by selecting 'Place Bid'. After selecting Place Bid you will be able to enter your bid amount and "Preview" before either cancelling or placing your bid. If you choose 'Place My Bid' your bid will be submitted. You accept and agree that a bid is submitted using the 'Place My Bid' button and increased bids are submitted as set out below.

You may bid at the "Next Bid" displayed on the Online Bidding Platform or you have the option of selecting a maximum bid which, upon confirmation, will be executed automatically up to this maximum value in response to other bids, including bids placed by Michael Stephen Auctions on behalf of the seller, up to, but below the amount of the Reserve (if applicable). Bids placed by Michael Stephen Auctions on behalf of the seller, up to, but below the amount of the Reserve, will be counted toward the total bid count and will be displayed on the Online Bidding Platform. The current leading bid will be visible to all bidders, however, the value of your maximum bid will be visible only to you (and MSA), unless it is the leading bid. You will receive updates in your user Dashboard regarding your bids. As soon as you place and confirm your bid amount, your bid is submitted. You accept and agree that bids submitted by you are final. Neither Michael Stephen Auctions nor the seller is responsible for any errors in bidding. We reserve the right to reject any bid. The highest bidder acknowledged by Michael Stephen Auctions will be the buyer.

Maximum Bid and Absentee Priority:

If you enter a maximum bid (being the highest price you are willing to pay on the lot) the Online Bidding Platform will then place incremental bids on your behalf up to your maximum bid in response to other bids for as long as you are the highest bidder. Michael Stephen Auctions uses pre-determined bidding increments. In cases where two equivalent bids or maximum bids are submitted, the first bid received will take priority, however, an absentee bid takes preference over any bids if all bids are equivalent.

Absentee Bid – No Reserve:

If you place an absentee bid on a lot which does not have a Reserve and there is no higher bid than yours, we will bid on your behalf at around 50% of the low estimate or, if lower, the amount of your bid. Your bid will not be accepted if it is below a certain minimum. If we receive absentee bids on a lot for identical amounts, and at the auction these are the highest bids on the lot, we will sell the lot to the bidder whose absentee bid we received first.

Monitoring and Increasing Your Online Bids:

If you are outbid at any time during an auction you will receive an update in your User Dashboard under My Bids "Active" informing you accordingly and providing a link to follow to increase your bid. Since online bidding can be fast paced, there is no guarantee that your subsequent rebid will be enacted in time before the lot closes. We encourage you to monitor the status of your bids in your user Dashboard under My Bids "Active" and react accordingly to ensure your status as the highest bidder up until the close of the auction.

You can also increase your bid when on the Auction page of our website or as mentioned previously when you are in your user Dashboard.

If you have the leading bid on a lot during an auction, you will also receive a notification in the Online Bidding Platform informing you that you are the highest bidder.

You can also bid online during a live auction.

Bidder Irrevocably Agrees to Pay:

If a bid is successfully submitted on a lot in an auction from a bidder's computer or mobile device, the bidder irrevocably agrees to pay all amounts owed in full as a result of entering such bid. Michael Stephen Auctions is not responsible for any errors that the bidder makes in bidding on a lot.

Bidding Increment:

The Online Bidding Platform requires that you submit a bid which correlates to one of the increments set out in the bidding increment table.

Duplicate Bid:

In the event that you submit a bid for an amount at which a bid has already been accepted, your bid shall be rejected.

Highest Bidder Wins:

Unless Michael Stephen Auctions decides to exercise its discretion, the highest bid when the lot closes will be the successful bidder. This means that a contract for sale has been formed between the seller and the successful bidder at the end of the auction. The successful bidder will receive a notification in their user Dashboard of any successful bid and will be invoiced by Michael Stephen Auctions in accordance with our billing process as outlined in Section 11 - How to Pay for Your Lot.

Our Record:

The sale record for an online auction or live auction maintained by Michael Stephen Auctions will be taken as absolute and final. In the event of any question between the sale record for an auction maintained by Michael Stephen Auctions and any message or notification provided to you in relation to your bid on a lot and/or the applicable auction, the sale record for the auction maintained by Michael Stephen Auctions shall prevail.

Bidder Cancellation:

A bidder may cancel a bid placed in an auction only if either (A) the description of the lot or the condition report for the lot listed in the catalogue has been materially revised after the bid was placed; or (B) an Important Notice regarding the lot has been posted on Michael Stephen Auctions website after the bid was placed.

10. CLOSING THE AUCTION

Closing a Timed Online Only Auction:

An end time is displayed for each lot at lot level on the Online Bidding Platform. Lots will close at the time stated at lot level on the Online Bidding Platform unless a bid is placed within 1 minute of a lot's scheduled end time. If this occurs, Michael Stephen Auctions will extend the sale of that lot by 1 minute (this time amount can vary from auction to auction) from the time of the last bid. The extension of any lot's closing time does not affect the closing time of the following lots. This may result in lots closing out of numerical order. Upon the closing of each lot, you will be able to see whether you have won or lost each lot on which you have placed a bid in your User Dashboard under "My Bids".

Closing a Live Auction:

A live auction will close after the last lot has been either sold or passed.

Closing an Online Auction:

An online auction will close after the last lot has been either sold or passed.

11. HOW TO PAY FOR YOUR LOT

Readily Available Funds:

Before bidding on a lot it is of the utmost importance that you ensure that you have readily available funds to pay the Hammer Price, Buyer's Premium, and any applicable taxes. If you are a successful bidder of a lot, you will receive in your user Dashboard a buyer's invoice for the total amount due by you (together with payment instructions) as soon as reasonably practicable. Please note that we reserve the right to decline payments received from anyone other than the buyer of record and that clearance of such payments will be required. If you are a successful bidder, payment is due immediately and no later than by the end of the 30th calendar day following the date of the auction. While payment is due immediately, Michael Stephen Auctions also offers customers the ability to pay 50% of the lot invoice upon billing with the remaining 50% due within 30 days from the auction date. Any partial payment of a lot must be satisfied within 30 days of auction date. If full payment is not made within 60 days of invoice date 100% of any amount previously paid will be forfeited.

All payments must be in USD.

Additional Shipping Invoice:

Certain lots are eligible for shipment using Michael Stephen Auctions shipping department. If your lot is eligible you will see a shipping quote when you are logged into your account under the Auctions page on our website. This is visible by selecting Lot Detail and clicking on Shipping Calculator. The shipping quote is not part of your bid amount and if your bid is successful you will be able to choose if you want to have us handle the shipping for you, and if so, a separate invoice will be generated in your user Dashboard after you select MSA shipping. If you are using our shipping services you should receive an invoice for your purchase, and an additional invoice for shipping. Items won will be sent to the address that was on file at the time the bid was placed. If you decide not to use our services you are able to arrange shipping with your own 3rd party shipper or arrange to pick up your item(s) at our gallery.

Note: Shipping invoices are due in full at the time of invoice.

Payment from Registered Bidder Only:

Michael Stephen Auctions will only accept payment for lots from the registered bidder on file with us. We cannot change the buyer's name on an invoice or re-issue the invoice in a name which differs as to the name of the registered bidder. If you are registered to bid as a company, your company will need to pay for any purchases in the name of the company via an accepted payment method.

We reserve the right to seek identification of the source of funds received.

Payment and Export of Lot:

You must pay immediately even if you want to export the lot and you need an export license, import, or other permits for such lot. If you have purchased a lot for delivery outside of the U.S., you acknowledge and agree that it is your responsibility to ascertain and pay all international duties, custom charges, taxes, charges and tariffs owed to the appropriate government entity or that otherwise need to be paid prior to delivery including any third party charges necessary to facilitate shipment of such lot.

Title:

Title in a purchased lot will not pass until Michael Stephen Auctions has received the full Purchase Price in cleared funds. The buyer's obligation to immediately pay the full Purchase Price or such part as we may require, is absolute and unconditional and is not subject to any defenses, setoffs or counterclaims of any kind whatsoever. In addition to other remedies available to us by law, we reserve the right to impose a late charge of 2% per month (beginning on the 31st day of auction date) of the total Purchase Price if payment is not made in accordance with the conditions set forth herein.

Lot Invoice:

The invoice for the Purchase Price of the purchased lot (the "buyer's invoice") will include: (i) the Hammer Price; (ii) the Buyer's Premium; and (iii) sales taxes. Any other charges will be invoiced separately. A Buyer's Premium is payable by the successful bidder on a lot in an auction. The Buyer's Premium is added to the Hammer Price of every lot sold and is included as part of the total Purchase Price payable by the successful bidder. In any of our auctions conducted by Michael Stephen Auctions, the Buyer's Premium rate is as follows:

- 22% for any lot with a Hammer Price of \$100,000 or less,
- 20% for any lot with a Hammer Price between \$110,000 and \$500,000,
- 18% for any lot with a Hammer Price between \$550,000 and \$1,000,000,

- 16.0% for any lot with a Hammer Price greater or equal to \$1,100,000.

Michael Stephen Auctions accepts the following forms of payment:

- Bank wire transfer in USD,
- USD ACH bank transfer
- Check drawn on a U.S. bank in USD currency,
- Bank check
- U.S. debit card.
- Payment may also be made by all major credit cards
- Cash (in person at our Michigan premises only)

USD Bank Wire Transfer:

Michael Stephen Auctions' preferred payment method is by bank wire transfer for invoice payments over USD 1,000. If paying by wire you will need to contact your bank to set up the payment. Your bank will also most likely charge you a wire fee so please be aware of this. Please also login to your user Dashboard and indicate you are paying by bank wire so we can track your payment.

Our bank account details are shown on our invoices. Please include your name, your Michael Stephen Auctions account number, and invoice number with your instructions to your bank.

Account details for bank wires are as follows:

Bank: Chase Bank

Address: 270 Park Av., New York, NY 10017

Account Name: Michael Stephen Auctions

Account Number: 912167902

Wire Routing Number/ABA#: 021000021

For international wires also include:

SWIFT/BIC code: CHASUS33

USD ACH Bank Transfer Payment:

For those U.S. customers with a U.S. bank account, payment by bank ACH is also an option. You can set this up directly on your user Dashboard by entering in your bank information without having to contact your bank (if you go through your user Dashboard there should be no bank fees), or if you prefer you can have your bank set up the transfer. Please also log into your user dashboard and indicate you are paying by ACH so we can track your payment.

If you prefer to contact your bank to make the ACH payment, our ACH bank instructions are as follows:

Account details for U.S. ACH payments:

Bank: Chase Bank

Address: 270 Park Av., New York, NY 10017

Account Name: Michael Stephen Auctions

Account Number: 912167902

ACH Routing Number/ABA#: 072000326

Personal or Company Checks:

You must make personal or company checks payable to Michael Stephen Auctions. Only personal and company checks drawn from USD accounts from US banks are accepted, and you are advised that the Goods will not be released until such checks have cleared.

Bank Checks:

You must make these payable to Michael Stephen Auctions. Once we have deposited your check, Goods cannot be released until we have cleared funds. This may take five business days or more.

Debit Cards:

Debit cards issued in the name of the buyer (including cards issued by Visa, MasterCard, American Express, and Discover only). The limit when using these cards in person is \$1,000. If paying through your user Dashboard the limit is also \$1,000 per lot.

Payment by phone may also be accepted up to USD 1,000, subject to appropriate verification procedures. If the amount payable by you for lots exceeds that sum, the balance must be paid by other means.

Credit Cards:

Credit cards issued in the name of the buyer (including credit cards issued by Visa, MasterCard, American Express, and Discover only). There is a USD 1,000 limit on payment value if payment is made in person. If paying through your user Dashboard the limit is also \$1,000 per lot.

Debit and Credit Cards:

In your user Dashboard under Payment Settings you can add and delete debit and credit cards. You can save your debit or credit card data to make future payments quicker. Upon receiving an invoice in your user Dashboard you have the option of entering a new debit or credit card or using a pre-saved card for payment.

Cash:

Due to government regulations, it is against Michael Stephen Auctions policy to accept single or multiple related payments in the form of cash or cash equivalents in excess of USD 10,000. We accept cash payments subject to a maximum global aggregate of USD 10,000 per buyer. Payments by USD cash can only be accepted at Michael Stephen Auctions premises at 425 S. Main Street, Suite 202, Rochester, MI 48307.

It is Michael Stephen Auctions policy to request any new clients or new buyers preferring to make cash payment to provide: proof of identity (by providing some form of government issued identification containing a photograph, such as a passport, identity card or driver's license) and confirmation of permanent address. Thank you for your co-operation.

Bank Information Valid:

You also acknowledge and agree that it is your sole responsibility to ensure that your credit card, debit card, ACH, or other bank information, if applicable, is current and valid. You agree that Michael Stephen Auctions may use the services of a third party to automatically update your credit card or debit card expiration date (if you have provided a credit/debit card). If you have elected to pay with your credit/debit card and we are unable to charge your credit/debit card or account you have authorized, or if we incur a chargeback for any sum we previously charged to your credit card or debit card, you acknowledge and agree that Michael Stephen Auctions may pursue all available remedies at law and in equity in order to obtain such payment(s).

12. TAXES

The following is intended to give general guidance to buyers on the sales tax implications of purchasing Goods at Michael Stephen Auctions. The information concerns the most usual circumstances and is not intended to be complete. In all cases the relevant tax legislation takes precedence and the sales tax rates in effect on the date of the sale of a lot for any of our auctions will be the rates charged.

Local Sales or Use Taxes:

Buyers should note that local sales taxes or use taxes may become payable on items purchased at one of our auctions. Buyers should obtain their own advice in this regard. If you have questions regarding sales or use taxes we suggest that you obtain your own tax advice.

Michigan Sales Tax:

If you are a successful bidder of a lot, you will be required to pay Michigan State sales tax of 6%, or any other taxes (unless an exemption applies) which will be added to the lot Hammer Price and the Buyer's Premium (regardless of the nationality or citizenship of the successful bidder.) Any other fees/charges related to the lot will be identified in a separate invoice and taxes may also apply.

Tax Exemption:

Those bidders who are exempt from Michigan sales tax must provide MSA with a valid Tax Exemption Certificate prior to bidding on

any lot. An exempt buyer must provide a properly completed Michigan sales and Use Tax Certificate of Exemption (Form 3372). Unless exemption from such taxes is established to the satisfaction of MSA, any buyer claiming an exemption will be required to pay the tax to MSA and seek a refund from the state.

Out of State Shipments:

MSA does not collect sales or use taxes for shipments to states other than Michigan as Michael Stephen Auctions is only registered in the state of Michigan.

Purchases shipped outside of Michigan may be subject to sales or use taxes imposed by another state, and any such taxes are your responsibility. It is the responsibility of the buyer to determine if any sales or use tax is owing to the state in which the Goods are delivered.

Goods collected from Michael Stephen Auctions Michigan premises by a common carrier such as the United States Postal Service (USPS), United Parcel Service (UPS), or FedEx for delivery to an address outside of Michigan is not subject to Michigan sales tax as Michael Stephen Auctions is only registered in the state of Michigan.

Out of the Country Shipments:

Michael Stephen Auctions is not required to collect sales tax for Goods delivered to the buyer to an address outside of the United States. In addition, if a buyer utilizes a freight-forwarder who is registered with the Transportation Security Administration ("TSA") to deliver Goods to an address outside of the United States, no sales tax would be due on the transaction.

13. SHIPPING

Please note that you must make all shipping arrangements. Shipping arrangements are the buyer's responsibility and expense.

Information Regarding Shipping and Delivery:

MSA provides buyers with an online shipping cost calculator to assist buyers with shipping cost information. You can obtain shipping cost information in two ways: 1) before you place a bid you can click on the Lot Detail and you will see an estimated cost based on the most recent bid price, and 2) after you win a lot you will see a shipping quote in your user Dashboard. The amount is inclusive of sales tax, associated packing, and transit insurance costs and enables you to estimate the amount it will cost you to have a lot shipped to your delivery address. Only lots that are of a certain size, destination, and weight are eligible for shipment using Michael Stephen Auctions shipping department. If your lot is not eligible, you will not receive a shipping quote if you win, and neither will an estimate show up in the Lot Detail of the bidding page. Purchased lots cannot be delivered to P.O. boxes.

The shipping calculator and quote is for those buyers who wish to use us to arrange all of the packing and shipping for a particular lot and shipped to a United States address. You do not have to use MSA for your shipping.

The shipping quote is not part of your bid amount and if your bid is successful you will be able to choose if you want to have us handle the shipping for you (provided the lot is eligible), and if so, an invoice will be generated in your user Dashboard after you select Michael Stephen Auctions shipping. Items won will be sent to the address that was on file at the time the bid was placed. If you decide not to use our services or we are not able to ship to you, you will need to arrange shipping with your own 3rd party shipper or arrange to pick up your item(s) at our gallery.

All shipments where you are using Michael Stephen Auctions for the packing and shipping should be unpacked and checked immediately upon delivery. If any discrepancies are found you must notify Michael Stephen Auctions within seven days of delivery. Obtain pictures as well if applicable. If not using Michael Stephen Auctions it is also a good idea to take pictures if there are discrepancies and immediately notify your shipping carrier or any other party that may be mentioned in your shipping documents.

Provided that the buyer's invoice has been settled in full by the payment date stated in the buyer's invoice and the buyer's shipping invoice (if one was provided) has been settled in full by the payment date stated on the buyer's invoice, Michael Stephen Auctions will ship the purchased Good to your delivery address as soon as practicable upon receiving cleared bank funds for the relevant auction.

Third Party Shipping:

If you need us to assist you in making shipping arrangements for those items where we are not able to ship due to size, weight, value,

and/or final destination we may recommend another transporter/shipper for this service, and if requested, provide you with an estimate.

No Liability:

Michael Stephen Auctions is not responsible for any acts or omissions by any third party shipper chosen by the buyer, including, without limitation, any packing, shipping or delivery of purchased lots. Similarly, where Michael Stephen Auctions may suggest or recommend any third party handler, packer or carrier if so requested by a buyer, you acknowledge and agree that Michael Stephen Auctions does not accept liability for their acts or omission and you agree to release Michael Stephen Auctions from any such liability. If we recommend another company for any shipping or transporting, or assist you in making such shipping arrangements, we are not responsible for their acts or omissions.

Packing and shipping of purchased lots is at the entire risk of the buyer unless the buyer has elected Michael Stephen Auctions to handle the packing and shipping and has paid the applicable shipping invoice.

14. COLLECTION, STORAGE, AND ABANDONED GOODS

You must collect your purchased lots within thirty days from the auction. If you or your representative do not collect the lot within this time period, you will be responsible for any reasonable removal and storage charges in relation to that lot beginning on the thirty-first (31st) day after the date of the auction at the rate of the greater of 2% of the Hammer Price per lot per month or \$10 per month.

Abandoned Goods:

Buyer agrees that any Goods which are paid for but left at MSA premises for any reason in excess of ninety (90) calendar days after the sale, that such buyer authorizes MSA, having given notice to the buyer (whether by electronic notice or mail), to arrange a resale of the item by auction or private sale, with estimates and Reserves at Michael Stephen Auctions discretion with the balance of any funds recovered in excess of the storage charges and auction charges (Buyer's Premium and selling commission) to be remitted to the buyer.

15. TITLE AND RISK TRANSFER Title in a purchased lot will not pass until Michael Stephen Auctions has received the total amounts due for the lot in accordance with what has been outlined above and in possession of cleared funds. Once you have paid us in full the total amount due for any lot (and such funds have cleared our bank), title of that lot will transfer to you. You may not claim or collect a lot until you have paid for it.

After you have paid the total amounts due for the lot in accordance with what has been outlined above and we are in possession of cleared funds, risk in and responsibility for the purchased lot will transfer to the buyer as follows:

- if buyer has chosen to have Michael Stephen Auctions handle the packing and shipping, risk and responsibility will transfer upon delivery to the address of the buyer in regards to the relevant auction;
- if Michael Stephen Auctions dispatches the lot to a 3rd party shipping service other than using Michael Stephen Auctions for packing and shipping, when the lot comes into the physical possession of the shipper identified by the buyer to take physical possession of the lot on the buyer's behalf;
- when the lot comes into the physical possession of a person identified by the buyer to take physical possession of the lot on the buyer's behalf; or
- if collection by the buyer in person for the relevant auction, when the buyer collects the lot.

If none of the above events (i-iv) occur within 30 days of the auction, risk of loss or damage and responsibility for the lot will transfer to you and the lot will be stored at the buyer's expense (and risk) at Michael Stephen Auctions gallery or with a third party.

As a buyer, you acknowledge and agree that the lot is at your risk if you choose to exercise any right you may have to cancel the contract for the purchase of the lot and that you should therefore ensure that you insure the lot against loss or damage until it is returned to Michael Stephen Auctions.

16. EXPORT AND IMPORT OF GOODS

Most all countries have laws regarding exports and imports. Any item that you purchase at any of our auctions could also be affected by these laws. There may be certain forms required for the export of goods leaving the United States as well as various requirements for importing goods into a country. Before bidding we suggest that you be aware of any national laws or local laws that may restrict you from importing a lot or restrict you from selling a lot into the imported country. It is the buyer's sole responsibility to comply, identify and obtain any necessary export, import, licenses, permits, or any other documents/requirements for the lot.

Buyer's Responsibility:

It is your responsibility prior to bidding to be aware of any laws that may affect the exportation or importation of any lot. You must still pay us in full for a lot even if you are not able to export or import a lot or if there is a delay in obtaining any necessary documentation.

Taxes, tariffs or other government fees relating to the export or import of the lot are your responsibility.

No Representation or Warranties:

Michael Stephen Auctions and the seller make no representations or warranties as to whether any lot is or is not subject to export or import restrictions or if there are any embargoes or sanctions with the export or import of a lot. The denial or delay of any permit or license shall not justify cancellation or rescission of the sale contract or any delay in payment.

Retain Export Papers:

Michael Stephen Auctions recommends that you retain all import and export papers, including licenses, as in certain countries you may be required to produce them to governmental authorities.

Endangered and Protected Species:

Lots made of or including endangered and protected species of wildlife (regardless of the percentage) are identified in our catalogue and online with Important Notice. Regulation of endangered and protected species is governed by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), the Endangered Species Act, the U.S. Fish and Wildlife Service, as well as other laws that protect critically endangered fauna and flora.

You may be prevented from exporting a lot from the U.S. or shipping it between states within the U.S. without first confirming the: 1) age of the item, and 2) being able to identify the species (including its scientific name). The U.S. Fish and Wildlife Service as well as any other laws or regulations may require independent scientific testing to verify. Even if you do any testing or verification, there is no guarantee that you will be able to transport the item. If you are able to transport and/or export you should retain any required paperwork.

Your country may refuse to allow you to import goods containing these materials, and if it is able to be imported, the U.S. Fish and Wildlife Service may require a license in order for the item to be exported. Please be aware that your item may be seized at customs due to governmental restrictions.

If your lot is not able to be exported, imported or shipped between states in the U.S. or it is seized for any reason by a government authority we will not cancel your purchase or refund the Purchase Price. It is your responsibility to determine and satisfy the requirements of any applicable laws or regulations relating to interstate shipping, and the export or import of goods for those items containing endangered and protected species material.

17. WHAT HAPPENS IF YOU DO NOT PAY

Please do not bid on a lot if you do not intend to buy it. If your bid is successful, the Conditions of Sale will apply to you. This means that you will have to carry out your obligations set out in the Conditions of Sale.

If you fail to pay us the total amount due for the purchased lot(s) in full by the Due Date, Michael Stephen Auctions will be entitled to exercise any of the following remedies as a result of your breach of contract. Without prejudice to any rights the seller may have, if the buyer fails to make payment for the lot by the Due Date, Michael Stephen Auctions (acting on behalf of the seller and ourselves) may in its sole discretion (having informed the seller) exercise one or more of the following remedies:

- store the lot at our location or elsewhere at the buyer's sole risk and expense;
- cancel the sale of the lot;

- set off any amounts owed to the buyer by Michael Stephen Auctions (including any deposit or other partial payment which you have paid to us) against any amounts owed to Michael Stephen Auctions by the buyer in respect of the lot;
- upon informing the buyer, exercise a lien (we shall have all of the rights afforded a secured party under the Michigan Uniform Commercial Code and you hereby agree that Michael Stephen Auctions may file financing statements under the Michigan Uniform Commercial Code without your signature) over any of the buyer's Goods which are in our possession and within fourteen (14) days of such notice, may arrange the sale of such Goods and apply the proceeds to the amount owed to Michael Stephen Auctions;
- commence legal proceedings to recover the Hammer Price and original Buyer's Premium and any additional buyer's expenses for the lot, together with interest, legal fees, and other costs on a full indemnity basis;
- resell the lot by auction or private sale, with estimates and Reserves at Michael Stephen Auctions discretion, it being understood that if we sell the lot for a higher amount than your winning bid, the extra money will belong to the seller, and in the event such resale is for less than your winning bid you will be responsible for any difference, in addition to any shortfall in the original Buyer's Premium as a result of the resale, as well as liable for all other costs, expenses, losses, damages and legal fees we have to pay or may suffer as the result of any resale;
- as between Michael Stephen Auctions and seller, if the successful bidder does not pay for the Goods, collection procedures shall be the responsibility of the seller and not Michael Stephen Auctions.
- release the name, address, and other contact information of the buyer to the seller in order for the seller to commence legal action. Michael Stephen Auctions will take reasonable steps to notify the buyer prior to releasing such details to the seller.
- require the payment of a 25% deposit or reject any future bids from the buyer;
- we can take any other action that we deem necessary or appropriate.

If buyer is required to provide a 25% deposit in order to bid on a lot and buyer wins such lot but does not fulfill its payment obligations, the 25% deposit will be applied as a penalty and will be forfeited and the sale of that lot will be cancelled. The seller still retains, and Michael Stephen Auctions still retains right to pursue all other means of recourse as outlined in the Conditions of Sale.

18. OUR ROLE

In our role as Auctioneer, Michael Stephen Auctions acts solely for and in the interests of the seller. Our goal is to obtain the highest price possible for the lots offered for sale by the seller.

The seller has authorized Michael Stephen Auctions to sell the lot as its agent and on its behalf. Any condition report, or any other statement or representation we make regarding a lot is made on the seller's behalf.

As a bidder or buyer it is your responsibility to perform your own research on a lot or to obtain information from experts who have knowledge regarding any lot for which you are interested. It is not our role to provide advice to buyers or bidders regarding any of the lots we offer for sale.

Contract between the Buyer and Seller:

On the lot being sold to the buyer, a contract for sale of the lot will be entered into between the seller and the buyer. You will be liable to pay the Purchase Price, which is the Hammer Price, the Buyer's Premium, and any applicable taxes.

If your bid for a lot is accepted you as the buyer will also be obligated to fulfill your obligations to us.

19. DELIBERATE FORGERIES

You may return any lot which you believe to be a Deliberate Forgery to us within three months of the auction, provided that you return the lot to us in the same condition as when it was sold to you, accompanied by a written statement identifying the lot from the relevant catalogue description and a written statement of defects. In order to be considered a Deliberate Forgery, the description of such lot as set forth in the auction catalogue (as amended by any Important Notices or verbal announcements during the sale) is: (a) an imitation made with the intention of deceiving as to authorship, manufacturer, origin, age, date, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described.

If you have sold the lot to another person even if it is within the 3 month time period, we will not make any refund.

No reimbursement shall be made for any shipping and/or transportation costs incurred.

If we are reasonably satisfied that the lot is a Deliberate Forgery we will refund the money paid by you for the lot (Hammer Price, Buyer's Premium, and any sales taxes) provided, however, if:

- you are not able to transfer good and marketable title in the lot to us, you will have no right to a refund; or
- the catalogue description either matched or reflected the generally accepted opinion of specialists, scholars, or experts at the date of the auction or if there is any conflict of opinion you will have no right to a refund.

If, prior to receiving such notice from the original buyer alleging such Deliberate Forgery, we have paid the seller monies owed to him/her in connection with this sale, Michael Stephen Auctions agrees to refund only the Buyer's Premium and applicable sales taxes paid on such Buyer's Premium. Seller agrees to refund any payments made to seller for such Goods as a result of a Deliberate Forgery. In the event the seller refuses to refund the amount as to which the buyer has paid for the lot, Michael Stephen Auctions may disclose the identity of the seller to the buyer and also assign any rights which we may have against the seller to the buyer.

20. FRAUDULENT MISDESCRIPTION OR FRAUDULENT MISREPRESENTATION

If you believe there has been a fraudulent misdescription or fraudulent misrepresentation of a lot you must notify us within three months of the date of the auction.

If the fraudulent misdescription or fraudulent misrepresentation is a result of Seller actions or inactions, the Seller agrees to refund any payments made to seller for such Goods as a result of such fraudulent misdescription or fraudulent misrepresentation. We agree to refund only the Buyer's Premium and applicable sales taxes paid on such Buyer's Premium.

In the event the seller refuses to refund the amount as to which the buyer has paid for the lot, Michael Stephen Auctions may disclose the identity of the seller to the buyer and also assign any rights which we may have against the seller to the buyer.

Exclusions and Limitations of Liability to Buyers:

Neither Michael Stephen Auctions nor the seller:

- is liable for any errors or omissions in information provided to bidders by Michael Stephen Auctions, whether orally or in writing, whether negligent or otherwise;
- gives any guarantee or warranty to bidders in relation to any statement made, or information given, by us about any lot and any implied warranties and conditions are excluded (except for those obligations that cannot be excluded by law) other than the express warranties given by the seller to the buyer;
- make or give any representation, warranty or guarantee or assume any liability of any kind in regards to the attribution, authenticity, condition, description, exhibition history, fitness for a particular purpose, historical relevance, importance, medium, merchantability, provenance, quality, rarity, or size of any lot.
- accepts responsibility to any bidders in respect of acts or omissions (whether negligent or otherwise) by Michael Stephen Auctions in connection with the conduct of the auction and/or the operation of the Online Bidding Platform or for any matter relating to the sale of any lot;
- is liable for any claim that exceeds the amount of the Purchase Price with regard to that lot (the aggregate liability is limited to the Purchase Price paid). Neither Michael Stephen Auctions nor the seller shall under any circumstances be liable for any loss or damage that is characterized as direct, indirect, special, incidental or consequential, neither shall we responsible to you for any reason for loss of profits or business, loss of opportunity or value, disappointment, or other expenses ;
- has any responsibility to any person other than the buyer in connection with the purchase of any lot.

Liability for Loss or Damage:

Buyers are reminded that Michael Stephen Auctions accepts liability for loss or damage to lots for a maximum period of thirty (30) calendar days after the date of the live auction for the Hammer Price (if paid, and funds have cleared).

21. BIDDER/BUYER WARRANTIES

The bidder and/or buyer warrants that:

- the bidder and/or buyer is not subject to any sanctions administered or enforced by the laws and regulations of the United States, and is not owned (nor partly owned) or controlled by what is known as a Sanctioned Person or Sanctioned Party; and
- the funds used for purchase and settlement of the lot(s) are not connected with nor have any link to any criminal activity, tax evasion, money laundering, or terrorist activities.

Where the bidder is bidding on behalf of another person or acting as agent for another party (the principal), the agent warrants in its own capacity (in addition to the warranties set above that:

- the principal is not a Sanctioned Person and is not owned (nor partly owned) or controlled by a Sanctioned Party;
- the funds used for purchase and settlement of the lot(s) are not connected with nor have any link to any criminal activity, tax evasion, money laundering, or terrorist activities, and that the arrangements between the agent and the principal of the lot(s) are not part of any tax crimes;
- the agent has conducted appropriate customer due diligence on the buyer of the lot(s) as it pertains to any anti-money laundering, sanctions laws or regulations and the agent has no reason to suspect that the funds used are part of any such activity;
- the agent understands that Michael Stephen Auctions will rely on the agent's customer due diligence.

Michael Stephen Auctions reserves the right to seek identification of the source of funds received, and to make inquiries about any person transacting with Michael Stephen Auctions. If Michael Stephen Auctions has not completed its inquiries in respect of anti-money laundering, anti-terrorist financing or other checks as it considers appropriate concerning the bidder and/or buyer to Michael Stephen Auctions satisfaction we shall take any action which we deem appropriate including canceling the sale. We will act in good faith, however, we will have no liability to the bidder and/or buyer regarding any investigations.

22. SELLER WARRANTIES

The seller warrants to us and to you that:

- the seller is the true owner of the lot for sale and if not the true owner, or a joint-owner, has the permission of the owner or joint-owners to offer and sell the lot at auction; and
- the seller is able to transfer good and marketable title to the lot to you free from any restrictions or third party rights or claims; and
- the description of the lot as presented in the auction catalogue (as amended by any Important Notices or announced by the Auctioneer at the auction) as well as the online lot information are substantially correct; and
- the lot is not a Deliberate Forgery or fraudulently misdescribed, and the seller has made no fraudulent misrepresentation.

If the seller is in default of any of the above warranties, the seller will be obligated to refund no more than the Purchase price. The seller will not be responsible to you for any reason for loss of profits or business, loss of opportunity or value, disappointment, or other expenses, or damages that are characterized as direct, indirect, special, incidental or consequential.

23. GENUINENESS WARRANTY

Michael Stephen Auctions, subject to the terms below warrants that the lots in our sales (where identified) are Genuine (our "Genuineness Warranty"). If, within 3 months of the date of the auction, you give notice to us that your lot is not Genuine, we will refund the Purchase Price paid by you. The meaning of Genuine is in the glossary at the end of these Conditions of Sale.

The terms of the Genuineness Warranty are as follows:

- It will be honored for claims submitted within a period of 3 months from the date of the auction. We will not honor the Genuineness Warranty if a claim is made after this time period.

- You must provide us with sufficient documentation for a claim.
- We reserve the right to require you to provide to us at the buyer's expense the written opinions of two experts mutually acceptable to MSA and the buyer. If we have any doubts, we reserve the right to consult our own experts.
- The Genuineness Warranty applies only to the original buyer shown on the invoice for the lot. The Genuineness Warranty does not transfer to subsequent owners (including beneficiaries, heirs, successors, or assigns).
- It is given only for information shown above the lot title in UPPERCASE letters (the "Heading").
- The Genuineness Warranty applies to any Heading that is amended by any Important Notices.
- The Genuineness Warranty does not apply to any Heading or part of a Heading which is qualified. Qualified means limited by a clarification in a lot's description or by the use in a Heading of one of the terms listed in the section titled Qualified Headings in the Glossary. For example, use of the term "ATTRIBUTED TO..." in a Heading means that the lot is in our opinion, probably a work by the artist in whole or in part but with unsure certainty as to authorship.
- The Genuineness Warranty does not apply if the Heading was the generally accepted opinion of scholars, specialists, or experts at the date of the auction.
- The Genuineness Warranty will not apply if subsequent to the date of our catalogue there becomes available a scientific process which previously was not available or generally accepted for use, or which was unreasonably expensive or impractical to test.
- The Genuineness Warranty will not apply if the lot has had no material loss in value had it been as described in the catalogue.
- The Genuineness Warranty does not apply if you are not able to transfer good and marketable title in the lot that is free from any third party claim arising after the date of the auction.
- You must return the lot at your expense to our saleroom in the same condition in which it was at the time of sale.
- The sole remedy under this Genuineness Warranty is to cancel the sale and receive a refund of the Purchase Price paid by you to us. We will not be liable for any loss or damage whether such loss or damage is characterized as direct, indirect, special, incidental or consequential, loss of profits or business, loss of opportunity or value, expected savings or interest, costs, damages, or other expenses.

24. GENERAL

Personal Information:

In the process of our dealings with you we will obtain various personal information which we will use in accordance with the terms of our privacy policy. A copy of our privacy policy can be found on our website www.michaelstephenauctions.com.

Recordings:

We may digitally record proceedings at our auction for security purposes as well as for our marketing uses. However, you may not record any part of our auctions.

Copyright:

All images and other materials produced for the auction are the copyright of Michael Stephen Auctions, for use at Michael Stephen Auctions discretion and shall remain at all times the property of MSA. Neither we nor the seller make any guarantee that you will acquire any copyright or other reproduction rights to any lot. You cannot use any of the images or other materials without our prior written permission.

Lot Reporting:

Details of all lots sold by us, including catalogue descriptions and prices, may be reported on www.michaelstephenauctions.com. Sales totals are only representative of the Hammer Price and do not reflect the Buyer's Premium or any other costs, fees, or credit(s) that may apply.

Health and Safety:

Although we take reasonable precautions regarding health and safety, you are on our premises at your own risk. Neither we nor our employees or agents are responsible for the safety of you or your Goods when you visit our premises, unless you suffer any injury to your person or damage to your Goods as a result of our, our employees' or our agents' gross negligence.

Conditions of Sale Modifications:

We may change the Conditions of Sale from time to time, without notice to you. Our most recent version will be on our website with the most recent date. Please read the Conditions of Sale carefully, as they may be different from the last time you read them. However, whenever you participate in one of our auctions you will be asked to confirm acceptance of the Conditions of Sale which will have the month and year of the latest version.

Indemnification:

You shall at all times defend, indemnify and hold Michael Stephen Auctions, its shareholders, members, partners, officers, directors, employees, and agents, harmless from, and against, any and all causes of action, suits, claims, demands, judgments, liabilities, losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable attorney's fees) of any nature or kind, arising under or resulting from: (i) your use or purchase of any lots in violation of any federal, state, and local laws, statutes and ordinances.

Force Majeure:

No party shall be liable for any failure or delay in performing any obligation under the Conditions of Sale that is due to a force majeure event, such as Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. If a force majeure event occurs, the affected party will notify the other party and make commercially reasonable efforts to mitigate the adverse effects of the force majeure event on the performance of this agreement. However, this provision does not excuse your obligation to pay for services actually received.

Breach:

The rights we have for a claim against you for breach of these terms of sale may be used by us, our employees or agents, or the seller, its employees or agents, as appropriate.

Transferring your Rights:

Unless we have given our consent you may not transfer, or assign your rights under these Conditions of Sale, however, the Conditions of Sale will be binding on your successors or anyone who takes over your rights and responsibilities.

Waiver:

Except as otherwise stated in the Conditions of Sale, each of our rights and remedies are: (a) are in addition to and not exclusive of any other rights or remedies under the Conditions of Sale or general law; and (b) may be waived only in writing and specifically. No failure or delay on our part to exercise any right or remedy provided under the Conditions of Sale shall constitute a waiver or release of that or any other right or remedy.

Entire Agreement:

The Conditions of Sale comprises the entirety of the contract between the parties with respect to the subject matter hereof. It is agreed that, save in respect of liability for fraudulent misrepresentation, no party has entered into any contract pursuant to these terms in reliance on any representation, warranty or undertaking which is not expressly referred to in such terms and conditions. If a court finds that any part of the Conditions of Sale is unenforceable, the rest of this agreement will remain in full force and effect.

Governing Law and Jurisdiction:

The Conditions of Sale, as well as the buyer's, seller's and Michael Stephen Auctions respective rights and obligations shall be governed, construed and enforced in accordance with the laws of the State of Michigan in the United States. All persons participating in any auction sale, whether as bidder or seller, whether present in person or by agent, or by absentee bid, telephone, internet or other means, consent to the exclusive jurisdiction of the state courts located in Oakland County, Michigan, and if applicable, of the federal court located in Detroit, Wayne County, Michigan.

Disputes:

The Conditions of Sale and any other rights you may have relating to the purchase of a lot will be governed by the laws of the State of Michigan and the Michigan Uniform Arbitration Act. Before we or you start any court proceedings we agree we will each try to settle the dispute by mediation in Michigan. The mediator, and if needed an arbitrator, will be selected from the Michigan Academy of Mediators & Arbitrators. English will be the language used in any proceedings. The mediator/arbitrator shall only request those documents that

are relevant and material to the outcome of the dispute. The mediation/arbitration shall be confidential, except to the extent necessary to enforce a judgment or where disclosure is mandated by law.

The arbitration award shall be final and binding on all parties involved. Judgment upon the award may be entered in any court of competent jurisdiction. Each party shall bear its own attorney's fees and expenses in connection with such proceedings and shall bear one-half of the mediator/arbitrator fees and expenses.

Notices:

Notices to Michael Stephen Auctions must be in writing and signed by or on behalf of the party giving it, and addressed to Michael Stephen Auctions, 425 S. Main St., Suite 202, Rochester, MI 48307 or to the address appearing on our website.

Notices to Michael Stephen Auctions clients shall be addressed to the last address on file with Michael Stephen Auctions.

Any notice may be given by delivering it by hand, by first class pre-paid mail, or by special delivery. Notices sent by fax, or any form of messaging via social media, text message, or by email, will not be accepted as valid.

25. GLOSSARY

“Auction Registration Form” a form that a bidder completes before being able to bid in a live auction or by telephone;

“Auctioneer” Michael Stephen Auctions or its designated representative;

“Buyer” the person who makes the highest bid for the Goods accepted by the Auctioneer;

“Buyer’s Premium” the amount that the buyer pays in addition to the Hammer Price;

“Dashboard” that part of our website that gives a user information about their account as well as bidding which is accessible after login;

“Deliberate Forgery” means (a) an imitation made with the intention of deceiving as to authorship, origin, age, date, period, culture or source; (b) which is described in the catalogue as being the work of a particular creator without qualification; and (c) which at the date of the auction had a value materially less than it would have had if it had been as described;

“Due Date” when full payment for a lot is due;

“Genuine” an authentic item, rather than a copy or forgery of:

- the work of a particular artist, author, creator, manufacturer, or maker if the lot is described in the Heading as the work of that artist, author, creator, manufacturer, or maker; or
- a work created within a particular period, culture, reign or dynasty if the lot is described in the Heading as a work created during that period, culture, reign or dynasty.

“Good(s)” means the items that are for sale and identified by lot number in our catalogue and online;

“Good Standing Account” an account with us where you honor your bidding obligations and promptly pay on lots that have been won;

“Hammer Price” the highest bid amount that the Auctioneer accepts for the sale of a lot;

“Heading” is the information which directly precedes the lot title in the catalogue and online, and which is in UPPERCASE letters;

“Important Notice(s)” a notice in the catalogue and/or online that alerts the bidder about certain important characteristics or corrections of a lot, as well as verbally informing phone bidders, and those in the saleroom;

“Michael Stephen Auctions” Michael Stephen Auctions, LLC;

“MSA” Michael Stephen Auctions, LLC;

“Online Bidding Platform” the bidding platform that is available on our website at www.michaelstephenauctions.com;

“Pre-sale estimate” means in our opinion of what the selling range might be for a particular lot;

“Purchase Price” is the price to be paid for a lot that includes the Hammer Price, Buyer’s Premium, and any taxes;

“Qualified Headings” lots where the Genuineness Warranty is limited with a clarification

- “Attributed to …”: in our opinion, probably a work by the artist in whole or in part but with unsure certainty as to authorship.
- “Studio of …”: in our opinion a work by an unknown artist in the studio of the artist which may or may not have been executed under the artist’s direction.
- “Circle of …”: in our opinion, a work by an unidentified artist during the period of the artist.
- “Manner of …”: in our opinion, a work by an unidentified artist in the style of the artist and of a later date (not of a recent date).
- “Follower of …”: in our opinion, a work by an unidentified artist working in the artist’s style but not necessarily a student of the artist.
- “Style of …”: in our opinion, a work by an unidentified artist working in the artist’s style and of a more recent date.
- “After …”: in our opinion a copy by an unidentified artist (of any date) of a work of the artist.
- “Signed …”, “Dated …”, “Inscribed …”: in our opinion, the signature and/or date and/or inscription of the work has been signed/dated/inscribed by the artist.
- “With signature …”, “With date …”, “With inscription …”: in our opinion, the signature and/or date and/or inscription of the work appears to have been added by a hand other than that of the artist.

“Reserve” a confidential amount which is the minimum price that we will sell a lot;

“Sanctioned Person” or “Sanctioned Party” means any Person listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;

“Tax Exemption Certificate” a Michigan sales and Use Tax Certificate of Exemption (Form 3372);

“UPPERCASE letters” means having all capital letters.

Auction Registration Form

This form is for the following types of bidders:

1. Bidders who will be attending a live (physical) auction;
2. Bidders who prefer to place their absentee bids on this form as opposed to using their user dashboard;
3. Bidders who will be placing telephone bids.

(Attendee / Absentee / Telephone Bidding)

Please circle your bidding method above.

Paddle number (for office use only)

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General Notice: This sale will be conducted in accordance with Michael Stephen Auctions Conditions of Sale, and your bidding and buying at the sale will be governed by such terms and conditions. Please read the Conditions of Sale relating to this sale and terms relating to bidding. Payment options are by credit card, personal or business check, or wire transfer. Property is not released until purchase funds clear our bank. Checks must be drawn on a U.S. bank. Payment by wire transfer is the preferred method for dollar amounts over \$1,000.00 or for international transactions.

Notice to Absentee and/or Telephone Bidders:
In the table below, please provide details of the lots on which you wish to place bids at least 24 hours prior to the sale. Bids will be rounded down to the nearest increment. Please refer to the Conditions of Sale in the catalog for further information relating to how absentee bids are executed on your behalf. Michael Stephen Auctions will endeavor to execute bids on your behalf but will not be liable for any errors or non-executed bids. Your bids will be executed at the lowest prices allowed by reserves and competing bids. The minimum starting bid for all lots is USD 50.

MICHAEL STEPHEN

AUCTIONS

Auction:			
Auction date:	Your user ID #:		
If acting as an agent provide your principal name:			
If acting as an agent provide the Customer ID# of your principal:			
Your first name:			
Your last name:			
Your address:			
City:	Country:		
State:			
Post / Zip code:			
Telephone (for phone bidding only):			
E-mail (in capitals):			
If exempt from Michigan sales tax provide Michigan Department of Treasury form 3372.			
General Bid Increments (USD):			
Less than \$200.....	by 10s	\$10,000 – 20,000.....	by 1,000s
\$200 – 500.....	by 20s	\$20,000 – 50,000.....	by 2,000s
\$500 – 1,000.....	by 50s	\$50,000 – 100,000.....	by 5,000s
\$1,000 – 2,000.....	by 100s	\$100,000 – 200,000.....	by 10,000s
\$2,000 – 5,000.....	by 200s	\$200,000 – 500,000.....	by 20,000s
\$5,000 – 10,000.....	by 500s	Above \$500,000.....at the auctioneer's discretion	
Buyer premium: \$0 – 100,000: 22%, >\$100,000 - 500,000: 20%, >\$500,000: 18% to 16%			
Please email or mail the completed Registration Form and requested information to: Michael@michaelstephenauctions.com Michael Stephen Auctions 425 S. Main St. Suite 202 Rochester, MI 48307 USA Tel +1 (248) 885-7190			
If we are unable to contact you by telephone or should the connection be lost during bidding we will execute your telephone bid(s) up to the MAX that you have indicated.			

Complete the following only for absentee and/or telephone bidding:

Type of bid: (A-Absentee, T-Telephone)	Lot no.	Brief description (In the event of any discrepancy, lot number and not lot description will govern.)	MAX bid in US\$ (excluding premium and applicable tax)

You instruct us to execute each absentee bid and/or telephone bid up to the corresponding bid amount indicated above.

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE READ AND UNDERSTAND OUR CONDITIONS OF SALE AND SHALL BE LEGALLY BOUND BY THEM, AND YOU AGREE TO PAY THE BUYER'S PREMIUM, ANY APPLICABLE TAXES, AND ANY OTHER CHARGES MENTIONED IN THE CONDITIONS OF SALE. THIS AFFECTS YOUR LEGAL RIGHTS.

Your signature:

Date:

A painting of a woman in a garden with a village in the background.

Michael Stephen Auctions